

CONTRACT PERIOD THROUGH MAY 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRICAL SERVICE: HIGH VOLTAGE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 15, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Steve Varscsak, Facilities Management
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **ELECTRICAL SERVICE: HIGH VOLTAGE**

1.0 **INTENT:**

The intent of this Invitation For Bids is to source responsive/responsible contractor(s) to provide high voltage electrical distribution service. The successful contractor(s) must have the ability to work on overhead/underground wires, substations, transformers, and related equipment while energized on an as needed basis.

Maricopa County reserves the right to add contractors to this contract throughout its term as required to ensure adequate competition.

2.0 **TECHNICAL SPECIFICATIONS**

2.1 Contractor shall provide all equipment, tools, labor, supervision, materials, transportation, and all effort necessary to carry out the specifications herein.

2.2 Service shall be made available to the County 365 days per year.

2.3 The labor rates bid shall include all direct labor and burden, equipment, small tools, common expendables and sales tax. Labor rates shall be divided into the following categories:

Regular County business hours (Monday – Friday 6:00 AM – 6:00 PM)

After hours (Monday – Friday 6:00 PM – 6:00 AM)

Weekends (Saturday and Sunday, all hours)

Holidays (County holidays, all hours)

2.4 Subcontracting for work not related directly to electrical distribution repairs and maintenance are allowed with a not to exceed five percent (5%) mark-up.

2.5 Equipment that must be rented from another source, or equipment that the contractor owns, will be considered as additional cost and used in the electrical industry for the performance of normal electrical services, such as, but not limited to:

Backhoes

Jackhammers

Concrete cutters

Excavators

Chain hoists

Cable pulling equipment

Crane

Air compressor

Boom truck

Portable transformers/generators

These items will be allowed an administrative mark-up cost of not to exceed five percent (5%).

2.6 Due to the 24/7 nature of County operations (health divisions, detention centers, court activities, etc.), response time for a requested repair service call shall be within two (2) hours (on-site) after Contractor receives request from FMD. Project work will be scheduled.

2.7 High voltage shall be defined as 600V+/- to a maximum 13kV for all County facilities. There are no voltage minimums/maximums for transformers.

2.8 Each contractor assigned to this bid MUST have the capability of repairing overhead/underground high voltage electrical transmission lines, substations, and transformers, generators while energized. This may not occur on a regular basis, however this requirement is essential should the need arise.

- 2.9 The following high voltage repairs and services are listed as a minimum, but not limited to, and any Contractor considering bidding must have the licenses, tools, equipment, materials, and technical ability to perform such:

Transformers:

Addition and/or removal of oil
 Perform double test
 Perform Turn To Ratio test (TTR)
 Oil analysis/testing
 Perform Hypot testing
 Perform Mega-ohm testing
 On-site gasket fabrication
 Relay and Circuit Breaker testing
 Switchgear repair/replacement/testing
 Substations, maintenance and repair
 Underground and overhead cables repair and maintenance
 Pole testing
 Hardware and ground wire tightening
 Pole and hardware change-out
 Transition inspection and repairs (i.e., arrestors, cutouts, fuses, jumpers, and connectors)
 Down guy/anchor repair and replacement
 Switching and grounding
 Utility notification and coordination as necessary
 Manhole entry, cleaning, repair, and manhole (underground) cable work
 Distribution panels, repair, inspection, cleaning, and testing

- 2.10 The Contractor shall be responsible for sourcing all electrical parts/components/fixtures necessary in the repair/replacement of high voltage distribution systems. Exceptions are, if in the best interest of the County, to utilize its own electrical commodity contracts to source said supplies.

- 2.11 **BUCKET TRUCK:**

Due to the nature of overhead electrical work, it shall be a requirement that any contractor assigned to this bid have ownership of a bucket truck of sufficient size, reaching a minimum of thirty-five (35) feet, which is reliable and maintained on a regular basis.

- 2.12 **PROJECT WORK AND TIME & MATERIALS:**

2.12.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work. As such, each contractor **MUST** submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the Contractor’s quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. All additional labor charges outside the Scope Of Work for projects are those labor rates established in Attachment A, **PRICING**.

2.12.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials.

2.12.3 The County’s project quote sheet will contain the following information:
 The contract serial number and name;
 Name and address of site;
 FMD site ID number;
 Detailed scope of work,

Other information relative to the SOW,
 Project cost line item,
 Check box for “will quote” or “will not quote” the project,
 Deadlines for quote delivery,
 Signature line for both the County and the Contractor

- 2.12.4 After a site review of the project, all contractors listed under this contract must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Materials Management Department and FMD to discuss consideration for default of contract as this is indicative of the Contractor’s desire not to do business with the County.
- 2.12.5 The submitted project price quote is to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an equal opportunity to quote on project work.
- 2.12.6 Dependent upon the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.12.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.
- 2.12.8 This contract may also be used for time and materials work (under \$5,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$5,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is firm fixed. Exceeding this amount requires written approval from the County.
- 2.12.9 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.13 EMPLOYEES OF THE CONTRACTOR:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County its buildings or complexes. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.14 REMOVAL OF CONTRACTOR'S EMPLOYEES:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.15 INVOICING:

After completion of services, the Contractor shall submit an invoice to the County:

All invoicing MUST include:

Purchase order number or P-card notation;

Terms as bid;

Contract serial number;

Job site name and address, with FMD site number;

Description of work performed;

If time and materials:

Total labor hours;

Labor rate as bid;

Itemized parts;

Rented equipment charges (must attach invoice from rental firm. The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates.

Tax on parts/materials only;

If project work:

project description,

project cost,

change order cost (if applicable)

construction tax (if applicable, as many contractors include the tax in the project cost)

Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.16 TAX:

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.17 REQUIRED SUBMITTALS:

Each bidder MUST submit with the bid package the following required submittals. Failure to provide ALL the required submittals shall render the bid non-responsive.

2.17.1 Provide years of experience the firm has been in the high voltage electrical service business. Provide roster of staff electricians listing name, years of experience, and field of expertise.

2.17.2 Provide number of trucks in the service fleet and how stocked. Additionally, provide statement of ownership and type of bucket truck(s) and how maintained.

2.17.3 Provide copies of all licensing requirements.

2.17.4 Proof of ownership of a bucket truck.

2.18 SPECIAL CONTRACT REQUIREMENTS:

2.18.1 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, and have a high voltage A-17 electrical and transmission line license. Copies of licenses must accompany bid package (Utility companies are exempt from licensing requirement.) Employees of the contractor assigned to working on energized distribution equipment

must have completed a State of Arizona approved electrical lineman apprenticeship program. Supply this documentation for any employees you believe may be assigned to this contract.

- 2.18.2 The Contractor must have been in the high voltage repair business a minimum five (5) consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid package.
- 2.18.3 The Contractor's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts etc., needed to perform high voltage electrical power services. These requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.
- 2.18.4 Maricopa County Sheriff's Office background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County.
- 2.18.5 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
- 2.18.6 The Contractor shall make necessary repairs in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.18.7 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

2.19 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a **THREE (3) year period.**

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of **TWO (2), one (1) year options.** The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury,

broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSACK, FMD 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON APRIL 1, 2002 AT 9:00 AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 WEST JEFFERSON ST., PHOENIX, AZ 85003

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees

to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

STURGEON ELECTRIC CO INC., 3S. ROOSEVELT, CHANDLER, AZ 85226

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP

WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

S017301/B0609321 B0604900

DIVISION A PRICING

1.0 PRICING

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
1.1 <u>General Foreman</u>			
Business Hours:	\$ 115.50 /per hr.	\$ 123.20 /per hr.	\$ 129.80 /per hr.
After Hours:	\$ 173.25 /per hr.	\$ 184.80 /per hr.	\$ 194.70 /per hr.
Weekends:	\$ 173.25 /per hr.	\$ 184.80 /per hr.	\$ 194.70 /per hr.
Holidays:	\$ 231.00 /per hr.	\$ 246.40 /per hr.	\$ 259.60 /per hr.
1.2 <u>Foreman</u>			
Business Hours:	\$ 115.50 /per hr.	\$ 123.20 /per hr.	\$ 128.70 /per hr.
After Hours:	\$ 148.50 /per hr.	\$ 159.50 /per hr.	\$ 146.30 /per hr.
Weekends:	\$ 148.50 /per hr.	\$ 159.50 /per hr.	\$ 146.30 /per hr.
Holidays:	\$ 172.70 /per hr.	\$ 184.80 /per hr.	\$ 193.60 /per hr.
1.4 <u>Cable Splicer</u>			
Business Hours:	\$ 104.50 /per hr.	\$ 111.10 /per hr.	\$ 128.70 /per hr.
After Hours:	\$ 130.90 /per hr.	\$ 139.70 /per hr.	\$ 167.20 /per hr.
Weekends:	\$ 130.90 /per hr.	\$ 139.70 /per hr.	\$ 167.20 /per hr.
Holidays:	\$ 159.50 /per hr.	\$ 170.50 /per hr.	\$ 193.60 /per hr.
1.5 <u>Journeyman Electrician</u>			
Business Hours:	\$ 115.50 /per hr.	\$ 123.20 /per hr.	\$ 128.70 /per hr.
After Hours:	\$ 156.75 /per hr.	\$ 165.00 /per hr.	\$ 173.25 /per hr.
Weekends:	\$ 156.75 /per hr.	\$ 165.00 /per hr.	\$ 173.50 /per hr.
Holidays:	\$ 209.00 /per hr.	\$ 220.00 /per hr.	\$ 231.00 /per hr.
1.6 <u>Apprentice</u>			
Business Hours:	\$ 82.50 /per hr.	\$ 88.00 /per hr.	\$ 92.40 /per hr.
After Hours:	\$ 103.40 /per hr.	\$ 110.00 /per hr.	\$ 115.50 /per hr.
Weekends:	\$ 103.40 /per hr.	\$ 110.00 /per hr.	\$ 115.50 /per hr.
Holidays:	\$ 124.30 /per hr.	\$ 133.10 /per hr.	\$ 139.70 /per hr.
1.7 <u>Groundman</u>			
Business Hours:	\$ 104.50 /per hr.	\$ 111.10 /per hr.	\$ 128.70 /per hr.
After Hours:	\$ 130.90 /per hr.	\$ 139.70 /per hr.	\$ 146.30 /per hr.
Weekends:	\$ 130.90 /per hr.	\$ 139.70 /per hr.	\$ 146.30 /per hr.
Holidays:	\$ 159.50 /per hr.	\$ 170.50 /per hr.	\$ 193.60 /per hr.
1.8 Labor for services outside the scope of contract:		\$ 115.50 /per hr.	
1.9 Materials, parts -- cost plus:		10 %	
1.10 A 4-hour minimum charge for calls after hours, weekends, or holidays.			

STURGEON ELECTRIC CO INC., 3S. ROOSEVELT, CHANDLER, AZ 85226

DIVISION B PRICING

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
1.1 <u>General Foreman</u>			
Business Hours:	\$ 83.64 /per hr.	\$ 91.84 /per hr.	\$ 95.83 /per hr.
After Hours:	\$ 103.99 /per hr.	\$ 114.27 /per hr.	\$ 119.27 /per hr.
Weekends:	\$ 131.75 /per hr.	\$ 145.88 /per hr.	\$ 152.75 /per hr.
Holidays:	\$ 131.75 /per hr.	\$ 145.88 /per hr.	\$ 152.75 /per hr.
1.2 <u>Foreman</u>			
Business Hours:	\$ 80.30 /per hr.	\$ 83.06 /per hr.	\$ 86.51 /per hr.
After Hours:	\$ 99.48 /per hr.	\$ 102.93 /per hr.	\$ 107.26 /per hr.
Weekends:	\$ 125.67 /per hr.	\$ 130.41 /per hr.	\$ 136.36 /per hr.
Holidays:	\$ 125.67 /per hr.	\$ 130.41 /per hr.	\$ 136.36 /per hr.
1.3 <u>Lineman</u>			
Business Hours:	\$ 75.42 /per hr.	\$ 77.92 /per hr.	\$ 81.08 /per hr.
After Hours:	\$ 92.88 /per hr.	\$ 96.02 /per hr.	\$ 99.98 /per hr.
Weekends:	\$ 116.75 /per hr.	\$ 121.07 /per hr.	\$ 126.51 /per hr.
Holidays:	\$ 116.75 /per hr.	\$ 121.07 /per hr.	\$ 126.51 /per hr.
1.4 <u>Cable Splicer</u>			
Business Hours:	\$ 76.72 /per hr.	\$ 79.30 /per hr.	\$ 82.55 /per hr.
After Hours:	\$ 93.24 /per hr.	\$ 96.47 /per hr.	\$ 100.54 /per hr.
Weekends:	\$ 117.67 /per hr.	\$ 122.11 /per hr.	\$ 127.70 /per hr.
Holidays:	\$ 117.67 /per hr.	\$ 122.11 /per hr.	\$ 127.70 /per hr.
1.5 <u>Journeyman Electrician</u>			
Business Hours:	\$ 75.42 /per hr.	\$ 77.92 /per hr.	\$ 81.08 /per hr.
After Hours:	\$ 92.88 /per hr.	\$ 96.02 /per hr.	\$ 99.98 /per hr.
Weekends:	\$ 116.75 /per hr.	\$ 121.07 /per hr.	\$ 126.51 /per hr.
Holidays:	\$ 116.75 /per hr.	\$ 121.07 /per hr.	\$ 126.51 /per hr.
1.6 <u>Apprentice</u>			
Business Hours:	\$ 65.40 /per hr.	\$ 67.41 /per hr.	\$ 69.93 /per hr.
After Hours:	\$ 75.95 /per hr.	\$ 81.87 /per hr.	\$ 85.03 /per hr.
Weekends:	\$ 93.89 /per hr.	\$ 101.93 /per hr.	\$ 106.26 /per hr.
Holidays:	\$ 93.89 /per hr.	\$ 101.93 /per hr.	\$ 106.26 /per hr.
1.7 <u>Groundman</u>			
Business Hours:	\$ 55.79 /per hr.	\$ 57.42 /per hr.	\$ 59.12 /per hr.
After Hours:	\$ 66.28 /per hr.	\$ 68.56 /per hr.	\$ 70.59 /per hr.
Weekends:	\$ 80.61 /per hr.	\$ 83.75 /per hr.	\$ 87.03 /per hr.
Holidays:	\$ 80.61 /per hr.	\$ 83.75 /per hr.	\$ 87.03 /per hr.
1.8 Labor for services outside the scope of contract:	* _____ /per hr.		* Rates Above Apply
1.9 Materials, parts -- cost plus:	10 _____ %		
1.10 A 4-hour minimum charge for calls after hours, weekends, or holidays.			

****NOTE** WITH RESPECT TO RATES OF PAY, WAGES, HOURS OF EMPLOYMENT AND OTHER CONDITIONS OF EMPLOYMENT INVOICES WILL BE PREPARED PER COLLECTIVE BARGAINING AGREEMENT WITH I.B.E.W. LOCAL 769**

STURGEON ELECTRIC CO INC., 3S. ROOSEVELT, CHANDLER, AZ 85226

Terms:	NET 30
Federal Tax ID Number:	84-0681206
Vendor Number:	840681206 A
Telephone Number:	480/940-1986
Fax Number:	480/940-1728
Contact Person:	Howard E. Filleman
E-mail Address:	hfileman@myrgroup.com
Company Web Site:	www.myrgroup.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending May 31, 2005.